सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA75329664298041U
Certificate Issued Date	:	05-Nov-2022 12:44 PM
Account Reference	:	NONACC (BK)/ kakscub08/ GANGANAGAR1/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKAKSCUB08572285460000207U
Purchased by	:	U SURESH
Description of Document	:	Article 12 Bond
Description	:	CONTRACT AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION BBMP
Second Party	:	U SURESH
Stamp Duty Paid By	:	U SURESH
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

Authorised Signatory
THE HOTEL INDUSTRIALISTS CO-OP BANK LTD.
Ganganagar Branch, Bangalore-32

U SURESH
IN-KA75329664298041U
RS. 200
05-NOV-2022 12:44 PM

Please write or type below this line

AGREEMENT

Agreement No. 110 **/22-23**

This agreement made on this 24th day of January 2023 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore–92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (Hereinafter called "the Employer") of the one part and **Sri. U Suresh, No: 12, 4th Cross, Sunrise Colony, Cholanayakanahalli, R.T. Nagar, Bengaluru-560032** (hereinafter called "the Contractor") of the other part.

U. Suresh.

E.E. (BTP. DIV)

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas the Employer is desirous that the Contractor to execute the work of **Engaging Tractor and labour for Daily Maintenance of Drains, Culverts, Shoulder Drains, etc in ward no. 09, Amruthahalli** for Indent No. [illegible]46 Administrative Approval No. AS/CE(YLK)/102/2022-23 Date: 16-09-2022 and Technical Sanction No. TS/EE/(BTP)/37/2022-23 Date: 16-09-2022 of Tender Notification No. EE/BTP/BBMP/E-PMT/16/2022-23, Date: 12-10-2022. (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract Price of **Rs. 1511544.00 (Rupees Fifteen Lakh Eleven Thousand Five Hundred Fourty Four only) which works out (-15.15%) Below.** The Difrence Amount Paid Rs. 2,70,000/- through DD No: 437415, Date: 05-11-2022, The Federal Bank Ltd., R T Nagar. And 3% FSD Amount Paid Rs. 45,500/- through FDR No: 130714895, Dt: 05-11-2022, Federal Bank, R T Nagar. GST No: 29ACCPU8324K1Z1.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid only for applicable Schedule of Rates only. And for other non-applicable items GST will not be paid.
6. Sub-Letting of work is prohibited.
7. The defect liability period for Civil works & Asphalt works upto 20mm thick maintenance period is one year & more than 20mm thick maintenance period is three year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IVth Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
10. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
11. Further Details of the Work can be obtained from the Office of the Executive, Engineer Byatarayanpura Division, BBMP office, Byatarayanpura, Bangalore–92.
12. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.;
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.
    - x) ಮಾನ್ಯ ವಿಶೇಷ ಆಯುಕ್ತರು (ಹಣಕಾಸು), ಜಿಜಿಎಂಪಿ ರವರ ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: ವಿ.ಆ(ಹ)/ಪಿಆರ್/1368/2021-22, ದಿನಾಂಕ: 08-11-2021 ರಲ್ಲಿ ನೀಡಿರುವ ಆದೇಶದಂತೆ, Silt and Tractor ಸಿರ್ವಹಣೆ ಕಾಮಗಾಲಿಗಳನ್ನು ಪಾರದರ್ಶಕವಾಗಿ ನಿರ್ವಹಿಸುವ ಸಲುವಾಗಿ ನೂತನವಾಗಿ SDRM (BBMP's Silt and Debris Removal Monitoring system) ಎಂಬ ಮೊಬೈಲ್ application ಅನ್ನು ಅಭಿವೃದ್ಧಿ ಪಡಿಸಲಾಗಿದೆ. ಸದರಿ SDRM app ನಲ್ಲಿ ಪ್ರತಿ ವಾರ್ಡ್‌ಗೆ User Login create ಮಾಡಲಾಗಿದ್ದು, ಪ್ರತಿದಿನ Silt and Tractor ಕೆಲಸ ನಿರ್ವಹಿಸಿದ ಸ್ಥಳ, ಕೆಲಸ ನಿರ್ವಹಿಸುವ ಮುನ್ನ ಮತ್ತು ನಂತರದ ಭಾಯಾಚಿತ್ರಗಳು, ಹಾಜರಾತಿ, ವಾಹನಗಳ ಸಂಖ್ಯೆ ಹಾಗೂ ಅವಶ್ಯಬಿರುವ ಇತರೆ ಮಾಹಿತಿಗಳನ್ನು ದಾಖಲಿಸಲು ಅವಕಾಶ ಕಲ್ಪಿಸಲಾಗಿರುತ್ತದೆ. ಅದುದರಿಂದ ವಾರ್ಡ್ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ Silt and Tractor ಕೆಲಸಗಳನ್ನು ಕೈಗೊಳ್ಳುವ ಗುತ್ತಿಗೆದಾರರು ಮತ್ತು ಸಂಬಂಧಪಟ್ಟ ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು ಕೇಂದ್ರ ಕಛೇರಿಯ ಮಾಹಿತಿ ತಂತ್ರಜ್ಞಾನ ಸಲಹೆಗಾರರ ಕಛೇರಿಯಿಂದ User Login and Password ಪಡೆದು ಕಡ್ಡಾಯವಾಗಿ SDRM app ನಲ್ಲಿ ಮೇಲೆ ತಿಳಿಸಿರುವ ಎಲ್ಲಾ ವಿವರಗಳನ್ನು ದಾಖಲಿಸಲು ಆದೇಶಿಸಿದೆ. ಹಾಗೂ SDRM app ನ ಮೂಲಕ ಕೆಲಸ ನಿರ್ವಹಿಸಲು ಸ್ಥಳ, ಹಾಜರಾತಿಗಳ ಆಧಾರದ ಮೇಲೆ ಸಲ್ಲಿಸುವ ಜಿಲ್ಲುಗಳನ್ನು ಮಾತ್ರ ಪಾವತಿಗೆ ಪರಿಗಣಿಸಲಾಗುವುದು.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division,

Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor U. Suresh.

In the presence of :

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.